

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Glen Raven, Inc.		05/22/2007	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street
Internal Address:	CP-8
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	78755377	FIRESIST HUV
Registration Number:	2713987	G L E N R A V E N
Registration Number:	2786846	GLEN RAVEN
Registration Number:	3051442	GLENGUARD
Serial Number:	75415777	RAVEN
Registration Number:	2684236	
Serial Number:	78293990	SEF
Registration Number:	2903576	SEF
Serial Number:	78747636	SHADEBRELLA
Registration Number:	2821651	SOLAR VISTA
Registration Number:	2966133	SUNBRELLA "PLUS"
Registration Number:	2451005	SUNBRELLA
Registration Number:	2452965	SUNBRELLA

OP \$490.00 78755377

Registration Number:	2761048	SUNBRELLA FIRESIST
Registration Number:	3118723	SUNBRELLA
Serial Number:	76623421	SUNBRITE
Serial Number:	77149373	SUR LAST
Registration Number:	3167136	SUR LAST
Serial Number:	77019372	VIVITEX

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-581-8275
Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown
Address Line 1: 1420 Peachtree Street, N.E.
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309-3053

ATTORNEY DOCKET NUMBER:	974727-920001
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	06/06/2007

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made effective as of May 22, 2007 by and among GLEN RAVEN, INC., a North Carolina corporation (the "Borrower") and any Subsidiary thereof which becomes a party hereto hereafter by execution of a counterpart hereof or a joinder agreement with respect hereto, effective upon its so becoming a party hereto (collectively, the "Assignors" and each individually, an "Assignor") and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (in its individual capacity, "Wachovia") organized under the laws of the United States of America, as a collateral agent (in such capacity, together with its successors and assigns, "Collateral Agent") for itself and for the Secured Parties, as that term is defined in the Security Agreement dated as of October 19, 2000 (as amended or supplemented from time to time, the "Security Agreement") by and among Glen Raven, Inc., and certain of its Subsidiaries (and if and when any other Subsidiary of the Borrower becomes a party thereto, each such Subsidiary).

WITNESSETH:

WHEREAS, each of the Assignors is obligated to the "Lenders" pursuant to a the Credit Agreement (as defined by the Security Agreement); and

WHEREAS, the Assignors are the owners of certain trademarks and service marks more fully described in the Schedule annexed hereto and hereby made a part hereof and all signs and symbols associated therewith, together with the goodwill of the Assignors' respective business symbolized and represented by such trademarks and service marks (herein collectively the "Trademark Collateral");

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors hereby agrees as follows:

1. Each of the Assignors hereby pledges, mortgages, and grants a security interest in and to the Collateral Agent, for the equal and ratable benefit of the Secured Parties (as defined in the Security Agreement), all of its respective right, title and interest in and to the Trademark Collateral, together with all monies and claims for monies now or hereafter due or payable thereon or in respect thereof, to secure the Secured Obligations (as defined in the Security Agreement).

2. Subject to the provisions of Paragraph 5 hereof, it is the intention of the parties that the Assignors continue to have the use of the Trademark Collateral, including without limitation the above-described trademarks and service marks and the goodwill of the business associated therewith and represented thereby and to control the nature and quality of the goods manufactured and sold under said trademarks and service marks, and, upon the payment and performance in full of all of the Secured Obligations, or upon the termination of this Agreement pursuant to the Credit Agreement, the security interest of the Collateral Agent in the Trademark Collateral shall be released and thereafter the Collateral Agent shall no longer have any interest therein.

3. The Assignors will pay all filing fees with respect to the security interest created hereby that the Collateral Agent may deem necessary or advisable in order to perfect and continue perfected its security interest in the Trademark Collateral.

4. Each of the Assignors represents and warrants that it lawfully possesses and owns its registered Trademark Collateral and to its knowledge all other of its Trademark Collateral and that, except for the security interest in favor of the Collateral Agent granted hereby, the Trademark Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; other than Permitted Liens (as defined in the Security Agreement), that such Assignor has not made or given any prior assignments or transfers of the Trademark Collateral or any prior security interests in the Trademark Collateral that have not been fully released; to its knowledge, is and will continue to be, in all material respects, in full force and effect, and that such Assignor has no knowledge of any infringements of the Trademark Collateral, except as expressly disclosed to the Collateral Agent.

5. If an "Enforcement Event" has occurred and is continuing, then the Assignors shall be in default hereunder and the Collateral Agent shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code and any other applicable state or federal laws. The term "Enforcement Event" means the occurrence of both (i) an Event of Default under the Credit Agreement which has not been cured or waived and (ii) the Agent's having accelerated the maturity of all of the Obligations (as those terms are defined in the Credit Agreement) pursuant to Section 6.01 of the Credit Agreement and such acceleration has not been rescinded by the Agent. The Collateral Agent shall give the Assignors reasonable notice of the time and place of any public sale of the Trademark Collateral or the time after which any private sale of the Trademark Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Assignors shown herein at least 10 Domestic Business Days (as defined in the Credit Agreement) before the date of such sale of disposition. In addition to the foregoing and all other rights and remedies of the Collateral Agent, if an Enforcement Event has occurred and is continuing, the Collateral Agent shall thereupon have the immediate right to sell, assign and transfer to any other person who is not a Secured Party:

A. all right, title and interest in and to the Trademark Collateral, including without limitation the trademarks and service marks specified in the Schedule, together with the goodwill of the Assignors' respective businesses symbolized and associated with such trademarks and service marks; and

B. ownership of the Assignors' respective entire inventory of labels and decals not then affixed to their products and ownership of the right to operate and control the businesses under the marks specified in the Schedule.

A formal irrevocable power of attorney is being executed and delivered by the Assignors to the Collateral Agent concurrently with the execution of this Agreement to enable such rights to be carried out. Each of the Assignors agrees that, in the event the Collateral Agent exercises said power in accordance with its terms, after written notification of such exercise from the Collateral Agent to the Assignors, unless the Collateral Agent shall otherwise consent, the Assignors shall never thereafter, without the written authorization of the owner or owners of the

trademarks and service marks specified in the Schedule, use any of the marks specified in the Schedule or any mark closely similar thereto, on or in connection with the same or any closely related goods either in the United States of America, its territories or possessions or in countries outside the United States.

6. The proceeds of any such sale, transfer or disposition of the Trademark Collateral by the Agent shall be applied in the order set forth in Section 5.1.2(b) of the Security Agreement.

7. The Assignors shall execute and deliver to the Collateral Agent any further documentation or papers, and take all such other actions, as are necessary to carry out the intent or purpose of this Agreement, without any charge or expense to the Collateral Agent or the Secured Parties.

8. The Assignors shall defend at its own cost and expense any action, claims or proceeding affecting its respective Trademark Collateral or the interest of the Collateral Agent or the Secured Parties therein. The Assignors shall reimburse the Collateral Agent or the Secured Parties for all costs and expenses incurred by the Collateral Agent or the Secured Parties in defending any such action, claim or proceeding.

9. This Agreement shall be in addition to all other present and future instruments, documents and agreements between the Assignors and the Collateral Agent; it shall not be deemed to affect, modify or limit any of the same or any rights of the Collateral Agent thereunder, and all of the Collateral Agent's rights and remedies, hereunder, thereunder, at law or in equity are cumulative. It is further understood and agreed that, if an Enforcement Event occurs, the Collateral Agent shall have no obligation to marshal any assets presently or hereafter pledged to the Collateral Agent or the Secured Parties by the Assignors, whether under this Agreement or otherwise.

10. Any provision hereof contrary to, prohibited by or invalid under, any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

11. The Assignors agree that the validity, interpretation and enforcement of the Agreement and all rights hereunder shall be governed by the internal laws of the State of North Carolina and not its laws of conflicts of laws.

12. The Collateral Agent and each of the Assignors hereby acknowledge that it is their intent that, as among the Assignors, the Collateral Agent and the Secured Parties, this Agreement creates a security interest in favor of the Collateral Agent for the ratable benefit of the Secured Parties and is a secured transaction, with the Assignors remaining as the owner of the Trademark Collateral.

GLEN RAVEN, INC.

By: *J. Grey Smith*
Name: *J. Grey Smith*
Title: *V.P. TREASURER*


Address:
1831 North Park Avenue
Glen Raven, North Carolina 27217

ATI-1101448v7

TRADEMARK
REEL: 003555 FRAME: 0696

Accepted in Atlanta, Georgia

WACHOVIA BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: 
Name: Tim Sechrest
Title: Vice President

Address:
201 South College Street, CP-8
Charlotte, North Carolina 28288

STATE OF North Carolina)
) SS
COUNTY OF Alamance)

On May 30, 2007, before me, the undersigned, a notary public in and for said State, personally appeared J. Gary Smith, known to me to be the V.P./Treasurer of Glen Raven, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Jane N. Greene
Jane N. Greene
Notary Public

My Commission Expires May 27, 2011

SCHEDULE TO THE TRADEMARK SECURITY AGREEMENT

Mark	Registration Number	Registration Date
FIRESIST HUV	Publication # 78/755,377	Publication Date 12 Dec 2006
GLEN RAVEN (Stylized)	2,713,987	06 May 2003
GLEN RAVEN Logo	2,786,846	25 Nov 2003
GLENGUARD	3,051,442	24 Jan 2006
RAVEN & Design	Publication # 75/415,777	04 Oct 2005
RAVEN RIBBON DEVICE	2,684,236	04 Feb 2003
SEF	Publication # 78/293,990	Publication Date 02 May 2006
SEF	2,903,576	16 Nov 2004
SHADEBRELLA	Publication # 78/747,636	Publication Date 18 Jul 2006
SOLAR VISTA	2,821,651	09 Mar 2004
SUNBRELLA "PLUS"	2,966,133	12 Jul 2005
SUNBRELLA & Umbrella Design (w/o GRMI below)	2,451,005	15 May 2001
SUNBRELLA (multi class)	2,452,965	22 May 2001
SUNBRELLA FIRESIST	2,761,048	09 Sep 2003
SUNBRELLA LOGO	3,118,723	25 Jul 2006
SUNBRITE	Publication # 76/623,421	Publication Date 15 Nov 2005
SUR LAST	Application # 77/149,373	Application Date 05 Apr 2007
SUR LAST LOGO	3,167,136	07 Nov 2006
VIVITEX	Application # 77/019,372	Application Date 12 Oct 2006

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